



HAMILTON COUNTY MUNICIPAL COURT
SMALL CLAIMS DIVISION
HAMILTON COUNTY, OHIO

CLIFFORD B. WAHL
5708 Kroegermount Drive
Cincinnati, Ohio 45239

Plaintiff

v.

NORTHLAND GROUP, INC.
c/o Statutory Agent
CT Corporation System
1300 East 9th Street
Cleveland, Ohio 44114

And

ARROW FINANCIAL SERVICES
c/o Statutory Agent
CT Corporation System
1300 East Ninth Street
Cleveland, Ohio 44114

Defendants :

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CLERK OF COURTS
HAMILTON COUNTY, OH

COMPLAINT FOR STATUTORY DAMAGES UNDER THE FAIR DEBT
COLLECTION PRACTICES ACT, PURSUANT TO 15 U.S.C. §1692, *ET SEQ*
AND OHIO REVISED CODE §1319.12 *ET SEQ*

Comes now the Plaintiff, by and through counsel, and hereby states for his claim
as follows:

JURISDICTION AND VENUE

1. Pursuant to 15 U.S.C. 1692(h), §813(b)(2)(d) this action may be brought in
any Court of competent jurisdiction.
2. Fifth Third Bank is incorporated under the laws of the State of Ohio.

FACTS

COUNT ONE

3. Plaintiff held a bank account with Fifth Third Bank, Cincinnati, Hamilton County, Ohio.
4. Defendants Northland Group, Inc. and Arrow Financial Services on behalf of Fifth Third Bank alleged a debt by Plaintiff on Northland Group, Inc.'s account Number 62768588.
5. Defendant Arrow Financial Services on behalf of Fifth Third Bank employed a third party debt collector to collect said debt with respect to Account Number 62768588.
6. Said debt has been denied by Plaintiff.
7. Arrow Financial Services employed Northland Group, Inc. of Edina, Minnesota, to collect said debt on Account Number 62768588.
8. Northland Group, Inc. is a Defendant herein.
9. Northland Group, Inc.. contacted Plaintiff with respect to said debt.
10. Within thirty (30) days of receiving the notification form from the third party debt collector, Plaintiff denied the debt.
11. Plaintiff thereafter retained counsel.
12. Defendant, Northland Group, Inc. was contacted by Plaintiff and was asked to forward proof of said debt.
13. Defendant, Northland Group, Inc. was unable to comply because those records were not given to Northland Group, Inc. nor Arrow Financial Services by Defendant, Fifth Third Bank, in violation of 15 U.S.C. 1692 *et seq.*

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14. Defendants refused to produce said documents verifying the debt in violation of 15 U.S.C. 1692 *et seq.*
15. Pursuant to 15 U.S.C. 1692(k) §813, Defendants are liable to Plaintiff for failing to verify the debt upon proper request.
16. Plaintiff has suffered damages and attorneys' fees.

COUNT TWO

17. Plaintiff incorporates all of his allegations contained in paragraphs 1 through 16 as if fully rewritten herein..
18. Defendants Northland Group, Inc. and Arrow Financial Services on behalf of Fifth Third Bank alleged a debt by Plaintiff on Northland Group, Inc.'s Account Number 62761535.
19. Defendant Arrow Financial Services on behalf of Fifth Third Bank employed a third party debt collector to collect said debt with respect to Account Number 62761535.
20. Said debt has been denied by Plaintiff.
21. Arrow Financial Services, LLC. on behalf of Fifth Third Bank hired Northland Group, Inc. to collect said debt.
22. Arrow Financial Services, LLC. is a Defendant herein.
23. Northland Group., Inc. contacted Plaintiff with respect to said debt.
24. Within thirty (30) days of receiving the notification form from the third party debt collector, Plaintiff denied the debt.
25. Plaintiff thereafter retained counsel.

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26. Defendant, Northland Group, Inc. was contacted by Plaintiff and was asked to forward proof of said debt.
27. Defendant, Northland Group, Inc. was unable to comply because those records were not given to Northland Group, Inc. by Arrow Financial Services, LLC nor Fifth Third Bank, in violation of 15 U.S.C. 1692 *et seq.*
28. Northland Group, Inc. refused to produce said documents verifying the debt in violation of 15 U.S.C. 1692 *et seq.*
29. Pursuant to 15 U.S.C. 1692(k) §813, Defendants are liable to Plaintiff for failing to verify the debt upon proper request.
30. Plaintiff has suffered damages and attorneys' fees.

WHEREFORE, Plaintiff requests statutory damages of \$3,000.00 from each Defendant, jointly and severally, for attorneys' fees and court costs on Count One of the Complaint and statutory damages of \$3,000.00 from each Defendant, jointly and severally, for attorneys' fees and court costs on Count Two of the Complaint and for any and all other relief which this Court may deem just and appropriate.

Respectfully submitted,

McINTOSH & McINTOSH

By _____
A. Brian McIntosh
Reg. #0067295
Attorney for Plaintiff
1136 St. Gregory Street, Suite 100
Cincinnati, Ohio 45202
513-929-4040
Brian@McIntoshlaw.com

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TO THE CLERK

Please, issue certified mail service of the Summons and Complaint on the Defendants at their last known addresses of:

NORTHLAND GROUP, INC.
c/o Statutory Agency
CT Corporation System
1300 East 9th Street
Cleveland, Ohio 44114

And

ARROW FINANCIAL SERVICES
c/o Statutory Agent
CT Corporation System
1300 East 9th Street
Cleveland, Ohio 44114

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